

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

YUN ZHAO and ZIJIAN WU, individuals,

Plaintiffs,

-against-

EXTREMELY BRIGHT INTERNATIONAL
INVESTMENT LIMITED, a British Virgin
Islands limited company, and WEI ZHENG, an
individual,

Defendants.

Case No.: 1:18-cv-08257-AJN

**DECLARATION OF ROSANNE E.
FELICELLO IN SUPPORT OF CKR Law
LLP's CHARGING LIEN AGAINST
PLAINTIFFS**

I, Rosanne Elena Felicello hereby declare the following:

1. I am admitted to practice before the United States District Court for the Southern District of New York. I am a partner at CKR Law LLP ("CKR"), formerly counsel of record for Plaintiffs Yun Zhao and Zijian Wu (the "Plaintiffs") in the above-entitled action, and I am familiar with all the facts and circumstances in this action.

2. I make this declaration pursuant to 28 U.S.C. §1746 and N.Y. Judiciary Law §475 in support of CKR's request for a charging lien in connection with unpaid legal services rendered by CKR on behalf of the Plaintiffs in this matter.

3. On August 28, 2018, Plaintiffs retained CKR as counsel of record in connection with the purchase and sale of a controlling equity stake in SSLJ.com Limited.

4. On or about September 7, 2018, CKR entered into an engagement letter with Plaintiffs (the "Legal Services Agreement"). CKR also provided Plaintiffs with a translation from English to Mandarin Chinese of the Legal Services Agreement. The Legal Services Agreement that set forth the terms and scope of CKR's representation and also clearly identified

the fee structure and costs associated with CKR's representation of the Plaintiffs. A true and correct copy of the Engagement Letter is attached hereto as Exh. A.

5. The Plaintiffs were, and at all times have been, fully aware of and agreeable to the costs and fees to be charged in connection with CKR's representation of them.

6. At the request of the Plaintiffs, CKR filed, on September 7, 2018, an action in the Southern District of New York on behalf of the Plaintiffs seeking injunctive and monetary relief in a matter entitled *Yun Zhao and Zijian Wu v. Extremely Bright International Investment Limited and Wei Zheng*, Case No. 1:18-cv-08257-AJN.

7. In connection with the filing of that suit, and its representation of the Plaintiffs, CKR performed the following legal services for the benefit of the Plaintiffs:

- a. researching, drafting and filing a Complaint alleging multiple causes of action on Plaintiffs' behalf;
- b. researching, preparing and filing an Application for a Temporary Restraining Order and a Preliminary Injunction and the related Memorandum in Support, Declaration and Exhibits on September 11, 2018;
- c. appearing on September 12, 2018 in connection with Plaintiffs' Application for a Temporary Restraining Order and Preliminary Injunction;
- d. meet and confer discussions with counsel for defendants;
- e. preparation and filing of a letter dated September 13, 2018 concerning the parties' respective positions regarding pre-trial dates and an expedited discovery schedule;
- f. preparation, negotiation and filing of a Stipulated Restraining Order;
- g. preparation and service of Plaintiffs' First Set of Requests for Production to Defendants;
- h. attending a hearing on September 28, 2018;
- i. preparation and filing of a letter dated October 10, 2018 re: the scope of the Stipulated Restraining Order and the posting of a bond by Plaintiffs;
- j. preparation and filing of a letter on October 11, 2018 regarding an upcoming shareholder's meeting and contested voting rights;

- k. ongoing settlement negotiations and related communications with counsel for defendants;
 - l. ongoing communications with Plaintiffs and their representatives in connection with the lawsuit;
 - m. preparation and filing of a Joint Motion to Stay on November 15, 2018; and
 - n. negotiation and preparation of a bilingual English and Chinese settlement agreement.
8. Per the terms of the Agreement, CKR provided the Plaintiffs with detailed billing statements in connection with the work described, *supra*. On November 28, 2018, CKR sent the Plaintiffs a bill in the amount of US\$213,973.75, representing 408.40 hours of attorney and paralegal time billed, less a 10% courtesy discount, plus expenses and fees incurred during the period. A true and correct copy of the November 28, 2018 bill is attached hereto as Exhibit B.
9. CKR transmitted the November 28, 2018 bill to Plaintiffs electronically using Plaintiffs' preferred means of communication. Plaintiffs received the November 28, 2018 invoice and did not dispute the total amount owing and due of \$213,973.75.
10. For the services provided, CKR charged hourly rates between \$300 to \$395 for associates and between \$500 to \$850 for partners. CKR respectfully refers the Court to the website of CKR (www.ckrlaw.com/our-people.html) for a description of the qualifications and experience of the attorneys that provided services to Plaintiffs. Upon information and belief, these rates are fair and reasonable for experienced securities attorneys representing clients in securities litigation matters in this district.
11. Up and until December 21, 2018, CKR had been diligently pursuing a settlement on behalf of the Plaintiffs.
12. On December 21, 2018, Defendants' counsel filed a Joint Stipulation for Voluntary Dismissal with Prejudice and a letter, purportedly received earlier that day from one

of the Plaintiffs, stating that the Plaintiffs had terminated their attorney-client relationship with CKR and intended to proceed Pro Se [Dkt. Nos. 32 and 33].

13. CKR learned of Plaintiffs' termination of the attorney-client relationship by way of Defendants' December 21, 2018 filing. Nothing in the December 21, 2018 filing states or suggests that the termination was for cause.

14. CKR thus began the process of wrapping up its representation of Plaintiffs and posted a final bill on January 23, 2019, Invoice No. 32463, a true and correct copy of which is attached hereto as Exhibit C.

15. To date, CKR has billed Plaintiffs \$221,796.25 in connection with its representation of Plaintiffs in this matter.

16. To date, Plaintiffs have made two payments, one in the amount of U.S. \$49,974.00 and one in RMB700,984.2. At the operative conversion rate, the second payment amounts to approximately U.S. \$100,000.00. In total, Plaintiffs have paid a total of U.S. \$149,974.00 toward the U.S. \$221,796.25 outstanding balance owed to CKR.

17. Thus, the outstanding and unpaid amount due CKR is U.S. \$71,822.25.

18. CKR respectfully requests entry of a lien under N.Y. Judiciary Law §475 in the amount of U.S. \$71,822.25, representing Plaintiffs' unpaid balance as of January 25, 2019.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, New York
January 25, 2019

/s/ Rosanne E. Felicello
Rosanne E. Felicello